

A. G. Contract No. KR922386TRN
ECS File: JPA 92-99
Project: 090 CH 312 H 2886 02 C
Section: S.R. 90
Town of Huachuca City

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF HUACHUCA CITY

THIS AGREEMENT is entered into 29 October, 1992
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF HUACHUCA CITY, acting by and through its Town Council,
(the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. It is to the mutual advantage of the State and the
Town to landscape areas within the right of way on State Route
90 at the following location:

From centerline roadway station 298+00 to
centerline roadway station 325+00, a net distance
of approximately 0.50 miles.

NO. <u>17192</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/29/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wing C. Greenewald</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, using State funds. Upon completion of construction, the Town shall reimburse the state twenty five (25) percent of the landscape contract costs up to \$12,500.00.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The Town hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the current Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E, Room 222E
Phoenix, AZ 85007

Town of Huachuca City
Town Manager
500 North Gonzales Blvd.
Huachuca City, AZ 85616

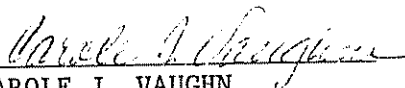
7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

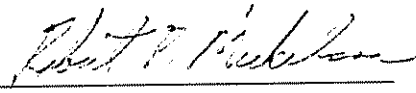
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF HUACHUCA CITY

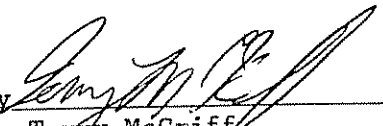
STATE OF ARIZONA

Department of Transportation

By 
CAROLE J. VAUGHN
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

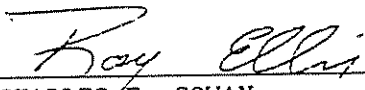
ATTEST

By 
Terry McGriff
Town Administrator/Clerk

RESOLUTION

BE IT RESOLVED on this 18th day of September 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Huachuca City for the purpose of defining responsibilities for the design, construction and maintenance of landscaping improvements to SR-90 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



Per CHARLES E. COWAN
Director


RESOLUTION NO. 92-017

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, FOR LANDSCAPE OF AREAS WITHIN THE RIGHT-OF-WAY ON STATE ROUTE 90 IN THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA.

WHEREAS, it is to the mutual advantage of the State of Arizona, Department of Transportation, Highways Division (the "State") and the Town of Huachuca City (the "Town") to landscape areas within the right-of-way on State Route 90 within the Town of Huachuca City;

BE IT RESOLVED by the Mayor and Common Council of the Town of Huachuca City, Cochise County, Arizona, that it hereby approves of the Intergovernmental Agreement for landscape and maintenance to be entered into with the State of Arizona, Department of Transportation, Highways Division, effective upon filing with the Secretary of State.

PASSED AND ADOPTED this 8th day of October, 1992, by the Mayor and Common Council of the Town of Huachuca City, Cochise County, Arizona.


MAYOR

ATTEST:

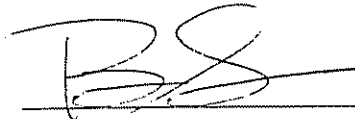

TOWN CLERK

JPA 92-99

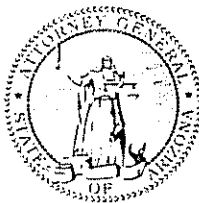
APPROVAL OF THE HUACHUCA CITY TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF HUACHUCA CITY and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 7th day of October, 1992.

A handwritten signature in black ink, appearing to be 'BS', written over a horizontal line.

Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5015
TELECOPIER : 542-4035

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2386-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 16th day of October, 1992.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section